

THE HONORABLE THOMAS O. RICE

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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON**

ARNAUD WEBER,

Plaintiff,

v.

X CORP., ELON MUSK, LINDA
YACCARINO, and DOES III-V,

Defendants.

Case No. 2-23-cv-00233-TOR

AMENDED COMPLAINT

I. NATURE OF ACTION

1.1 Arnaud Weber, former Vice-President of Engineering for Twitter, brings this action against Twitter's corporate successor, X Corp., for breach of contract, promissory estoppel, failure to pay wages due, and willful withholding of wages. The Company has refused to pay Weber the second \$375,000 installment of his 2022 cash award. He also brings claims for willful withholding

1 of wages against Elon Musk, X Corp.'s former Chief Executive Officer and
2 current Chairman/Chief Technology Officer, Linda Yaccarino, X Corp.'s current
3 Chief Executive Officer, and other presently unknown individual officers, vice-
4 principals, and/or managing agents of the Company who had and/or have
5 authority over the payment of wages.

6 **II. JURISDICTION AND VENUE**

7 2.1 This court has jurisdiction by virtue of 28 U.S.C. § 1332(a)(2).
8 Weber and the named defendants are citizens of different States and the amount
9 in controversy exceeds \$75,000, exclusive of interest and costs. On information
10 and belief, none of the Doe Defendants are citizens of Washington.

11 2.2 Venue properly lies in this court by virtue of 28 U.S.C. § 1391(b)(2).
12 At all times material to this action, Weber was employed by Twitter in this
13 judicial district.

14 **III. PARTIES**

15 3.1 Plaintiff Weber is the former Vice-President of Engineering,
16 Consumer, for Twitter. Weber is a citizen of Washington.

17 3.2 Defendant X Corp. is the corporate successor to Twitter. X Corp. is a
18 Nevada corporation with its principal place of business in California. X Corp. is
19 an employer within the meaning of RCW 49.48 and RCW 49.52.

20 3.3 Defendant Elon Musk is the former Chief Executive Officer of X
21 Corp./Twitter and, on information and belief, the current Chairman and Chief
22 Technology Officer of X Corp. At all times relevant to this complaint, Defendant
23 Musk was an officer, vice-principal, and/or managing agent with authority over
24 the payment of wages with respect to Twitter/X Corp. On information and belief,
25 defendant Musk is a citizen of Texas.

1 4.6 On October 1, 2022, Weber received the first \$375,000 installment
2 of the 2022 cash award.

3 4.7 The merger referenced in paragraph 4.3 above closed on October 27,
4 2022.

5 4.8 On December 9, 2022, Weber received an email from Twitter HR
6 stating:

7 We are reaching out to you regarding a one-time
8 retention award you were awarded between April 25,
9 2022 (the “Merger Agreement” date) and October 27,
10 2022 (the “Closing” date).

11 All retention awards made between the Merger
12 Agreement and Closing dates, [*sic*] required consent of
13 the buyer. As Twitter is now a private company and
14 under new management, all retention awards are being
15 reviewed for compliance. Accordingly, payments from
16 any such awards are being paused pending review.

17 Once we have more to share, we will update you.

18 4.9 Payment of the second installment of Weber’s 2022 cash award was
19 due on January 1, 2023, and Weber had been continuously employed by Twitter
20 through that date.

21 4.10 Weber’s employment with Twitter was terminated on January 4,
22 2023.

23 4.11 Weber has never been paid the \$375,000 second installment of his
24 2022, award.

25 4.12 On March 8, 2023, Weber transmitted by certified mail a demand
26 letter from undersigned counsel to then-Twitter Chief Executive Officer Elon
27 Musk. The letter informed Musk of Weber’s claims for unpaid wages respecting

1 the \$375,000 second installment of the 2022 cash award. Musk never responded
2 to the March 8, 2023, letter.

3 4.13 On April 10, 2023, Weber submitted to Twitter's Legal Department
4 by certified mail a demand drafted by undersigned counsel pursuant to Paragraph
5 4 of his July 19, 2019, Dispute Resolution Agreement for arbitration of his unpaid
6 wage claims respecting the \$375,000 second installment of the 2022 cash award.
7 Twitter has never responded to Weber's demand for arbitration.

8 4.14 On June 8, 2023, Weber transmitted by certified mail a demand letter
9 from undersigned counsel to Twitter Chief Executive Officer Linda Yaccarino.
10 The letter informed Yaccarino of Weber's claims for unpaid wages respecting the
11 \$375,000 second installment of the 2022 cash award. Yaccarino never responded
12 to the June 8, 2023, letter.

13 **V. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**
14 **(DEFENDANT X Corp.)**

15 5.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

16 5.2 The July 1, 2022, cash award offer, accepted by Weber on August
17 23, 2022, constitutes a binding and enforceable contract.

18 5.3 Twitter/defendant X Corp. breached the terms of the 2022 cash
19 award contract between Twitter and Weber by failing to pay Weber the second
20 \$375,000 installment of that contract.

21 5.4 As a direct and proximate result of Twitter/defendant X Corp.'s
22 breach of contract, Weber has been damaged in an amount no less than \$375,000.

23 **VI. SECOND CAUSE OF ACTION: PROMISSORY ESTOPPEL**
24 **(DEFENDANT X Corp.)**

25 6.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

26 6.2 Twitter's July 1, 2022, cash award offer to Weber constituted a
27 promise that Twitter should have reasonably expected Weber would rely on: a

1 promise that he would receive each of the installments of the cash award,
2 provided he had been continuously employed by Twitter when each of the
3 installments became due.

4 6.3 Weber actually and justifiably relied on that promise by deciding to
5 stay employed with Twitter until his termination date on January 4, 2023, instead
6 of resigning his employment earlier.

7 6.4 Weber fully performed his obligations under the 2022 cash award
8 agreement with respect to the January 1, 2023, installment of that cash award.
9 Injustice can be avoided only by enforcing Twitter's promise to pay Weber the
10 January 1, 2023, installment of the 2022 cash award against defendant X Corp.

11 6.5 As a direct and proximate result of Weber's reliance on Twitter's
12 promise regarding the 2022 cash award, Weber has been damaged in an amount
13 no less than \$375,000.

14 **VI. THIRD CAUSE OF ACTION: VIOLATION OF RCW 49.48.010**
15 **(DEFENDANT X Corp.)**

16 7.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

17 7.2 RCW 49.48.010 requires an employer to pay all wages due to a
18 terminated employee by the end of the next established pay period.

19 7.3 The next established pay period following the termination of
20 Weber's employment at Twitter was in January 2023.

21 7.4 The payments due to Weber under 2022 cash award constitute wages
22 within the meaning of RCW 49.48.010.

23 7.5 Twitter/defendant X Corp.'s failure to provide Weber with the
24 second installment of the 2022 cash award violated RCW 49.48.010.

25 7.6 As a direct and proximate result of Twitter/defendant X. Corp.'s
26 violation of RCW 49.48.010, Weber has been damaged in an amount no less than
27 \$375,000.

1 **VIII. FOURTH CAUSE OF ACTION: VIOLATION OF RCW 49.52.050**

2 8.1 Plaintiff incorporates paragraphs 1.1-4.14 as if set forth herein.

3 8.2 RCW 49.52.050 prohibits any employer, officer, vice-principal, or
4 managing agent from willfully withholding wages due to any employee.

5 8.3 The payments due to Weber constitute wages within the meaning of
6 RCW 49.52.050.

7 8.4 Defendants Musk, Yaccarino, and Does III-V are or were officers,
8 vice-principals, and/or managing agents of defendant X Corp. and/or Twitter
9 within the meaning of RCW 49.52.050, who had authority over the payment of
10 the wages due Weber.

11 8.5 Defendants' willful withholding of the wages due to Weber
12 constitutes a violation of RCW 49.52.050.

13 8.6 RCW 49.52.070 provides that the remedy for a violation of RCW
14 49.52.050 is payment of twice the wages wrongfully withheld as exemplary
15 damages.

16 8.7 As a direct and proximate result of defendants' violations of RCW
17 49.52.050, Weber is entitled to exemplary damages of no less than \$750,000.

18 **IX. PRAYER FOR RELIEF**

19 WHEREFORE Plaintiff prays that the Court enter a judgment against
20 Defendants awarding him:

- 21 1. Lost wages in an amount no less than \$375,000;
22 2. Double damages pursuant to RCW 49.52.070;
23 3. Pre-judgment interest;
24 4. Attorneys' fees and costs; and
25 5. Such other and further relief as this Court deems just and proper.
26
27

X. JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED this 27th day of November 2023.

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